

RECORDING REQUESTED BY

Wells Fargo Foothill, Inc., As Agent

AND WHEN RECORDED MAIL TO:

Budget Finance Company, Servicer
for Budget Funding I, LLC
P.O. Box 64486
Los Angeles, CA 90064



200902060053

Skagit County Auditor

2/6/2009 Page

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3 10:31AM

Space above Line for Recorder's Use Only

**BLANKET COLLATERAL ASSIGNMENT
OF DEEDS OF TRUST**

This BLANKET COLLATERAL ASSIGNMENT OF DEEDS OF TRUST ("Assignment") is made as of January 15, 2009 by Budget Funding I, a Delaware Limited Liability Company, ("Assignor"), with an address of 1849 Sawtelle Blvd., Suite 700, Los Angeles, CA 90025, in favor of Wells Fargo Foothill, Inc., a California corporation, as Agent ("Assignee"), with an address at 14241 Dallas Parkway, Suite 1300, Dallas, Texas 75254, Attention: Loan Portfolio Manager-Budget Capital Corporation, as follows:

1. FOR VALUE RECEIVED, Assignor hereby endorses, negotiates, sells, assigns, conveys and transfers to Assignee as collateral security for the performance of the Obligations (as defined in the Loan and Security Agreement described below) all of Assignor's right, title, and interest in and to those certain Deeds of Trust recorded in Skagit County, state of Washington, (hereinafter called the "Mortgages"), dated, executed by and covering certain real properties located in such county and state (the "Real Properties"), as further described in **Exhibit "A" attached hereto and incorporated by reference.**

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TOGETHER, with (i) the note or notes and all other indebtedness secured thereby, (ii) any and all guaranties of the foregoing, (iii) all other documents and instruments executed in connection therewith, (iv) any and all title insurance commitments and policies issued, or hereafter issued, by any title insurer insuring the liens of the foregoing lien instruments, (v) any and all rights with respect to escrow deposits relating thereto, (vi) all modifications, supplements or advances made in connection with the foregoing, (vii) all monies due and to become due thereon, and (viii) all rights accrued or to accrue under, and all proceeds of, the foregoing.

2. Assignor represents and warrants that it is the legal and equitable owner and holder of the indebtedness secured by the Mortgages and the foregoing lien instruments and the documents executed in connection therewith and the same are being conveyed to Assignee hereby, free and clear of any lien, claim or encumbrance of any nature.

3. The provisions of this Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective heirs, executors, administrators, successors and assigns.

4. This Assignment is being delivered pursuant to that certain Amended and Restated Loan and Security Agreement, dated as of January 14, 2005, as amended, restated, supplemented, or otherwise modified from time to time, among Assignor, the lenders from time to time parties thereto, and Assignee, as agent.

5. If any provision of this Assignment or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent under applicable law, the remainder of this Assignment and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

6. This Assignment shall be interpreted, construed and enforced according to the laws of the state in which the Real Properties are located.

7. Neither this Assignment nor any provisions hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first set forth above.

BUDGET FUNDING I, a Delaware Limited Liability Company

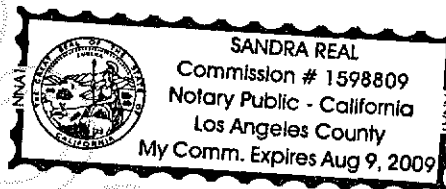
By: _____

Name: Noah Furie

Title: Executive Vice President

STATE OF CALIFORNIA ss, County of Los Angeles:

On January 15, 2009, before me, Sandra Real, a notary public, personally appeared Noah Furie, who proved to me on the basis of satisfactory evidence to be the person(s) whose names is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



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Exhibit "A" to that certain Blanket Collateral Assignment of Deeds of Trust, made 1/15/2009
attached hereto and incorporated by reference.

Deed of Trust Dated	Deed of Trust Executed By (Trustor)	Recorded On	As Instrument Number	Assesor's Parcel Number	Street Address
10/27/2006	Nicole D. Leger	11/09/2006	20061109005	340312-0-042-00 11	17313 Bennett Road, Mount Vernon, WA 98273
07/26/2007	Michael J. Elkins and Colleen M. Ervin	08/08/2007	200708080056	P59475	4701 Devonshire Drive, Anacortes, WA 98221



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